

This certifies that there are no delinquent ad valorem taxes, fees, assessments or other liens which the Brunswick County Tax Collector is charged with collecting, that are a lien on: Parcel Number 2601B084 as notated by the Brunswick County Assessor's Office. This is not a certification that the parcel number matches the deed description.
3-22-13 [Signature]
Date (Asst) Tax Col. / Del. Tax Spec.

B3384 P1036 03-22-2013 08:45:55.003
Brunswick County, NC Register of Deeds Brenda M. Clemmons PROP
page 1 of 5

Recorder Bald Head Island IS
Total 90 Int. 0
Ch. \$ 90 Ch. # 2207 Cash \$ 0
Return. Cash Finance
☐ Records of title/lien due to condition of record
☐ Records of title/lien verified by original instrument that is not reproduced or copied.

SPECIAL WARRANTY DEED

Mail after recording to Village of Bald Head Island, P. O. Box 3009, Bald Head Island, NC 28461
This instrument was prepared by Judith A. Ward, P.O. Box 3069, Bald Head Island, NC 28461, AS SCRIVNER,
WITHOUT LEGAL OR TITLE OPINION, AND NOT AS COUNSEL FOR EITHER PARTY

Brief description for the Index

Beach Access Parcels, Bald Head Island Harbour, Bald Head Island, North Carolina

THIS DEED made the 11th day of MARCH, 2013

GRANTOR	GRANTEE
HARBOUR ASSOCIATION OF BALD HEAD ISLAND, a North Carolina non-profit corporation P. O. Box 3069 Bald Head Island, North Carolina 28461	VILLAGE OF BALD HEAD ISLAND, a North Carolina municipality P. O. Box 3009 Bald Head Island, NC 28461

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for the sum of \$1.00 and other good and valuable consideration paid by the Grantee, including but not limited to the renovation of certain timber groins in the vicinity of Harbour Village, Bald Head Island, North Carolina, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the Agreement dated May 13, 2011, made by and between the Grantor and the Grantee for, *inter alia*, the renovation of certain groins adjacent to said Harbour Village, has and by these presents does hereby grant, bargain, release and convey unto the Grantee, its successors and assigns, in fee simple, the following described lands, together with all rights, appurtenances and improvements thereunto belonging, including but not limited to any and all bridges, gazebos, decks, steps, walkways, and other structures, appurtenances or improvements located in, on, across, or extending from the lands hereinafter described, located in the Village of Bald Head Island, County of Brunswick, State of North Carolina, and being more particularly described as follows:

TRACT ONE: Being all of that certain tract or parcel of land, which tract is not included within a numbered residential subdivision lot, as shown and described on that certain plat of survey of Bald Head Island Harbour, "Revision of Lot Layout and Numbering", made by Brunswick Surveying, Inc., Thomas W. Morgan, R.L.S., and duly recorded in Map Cabinet Y at Page 313, Brunswick County Registry, further and more particularly described as the pedestrian walkway approximately ten (10')

feet in width, fronting on the right-of-way designated "Row Boat Row" and lying between and adjacent to Lot 54 and Lot 56 as the same are depicted on the aforesaid plat of survey, and having the metes, bounds and location as shown on said plat. Said tract or parcel of land is described as "TRACT ONE" in that certain Deed from Bald Head Island Limited to the Grantor herein, recorded January 20, 1999 in Book 1275, Page 177 of the aforesaid Registry. Use of TRACT ONE is hereby restricted to the purpose of public pedestrian-only ingress and egress to the beach area lying west of the platted lots on the Cape Fear River side of the aforesaid Row Boat Row.

TRACT TWO: Being all of that certain tract or parcel of land measuring ten (10') feet in width, which is described as follows: Commencing at the southeast corner of Lot 94 of Bald Head Island Harbour as shown on a plat of survey by Brunswick Surveying Inc. and recorded in the Brunswick County registry in Map Cabinet Y, Page 313; thence S 61°07'10"E 37.82 feet along the northern right-of-way line of Turk's Head Court to a point offset ten (10') feet from the centerline of an existing wooden walkway, said point being the point of beginning of this description; thence N 29°41'16"E 31.79 feet to a point; thence N 32°56'41"E 12.30 feet to a point; thence N 24°29'28"E 6.80 feet to a point; thence S 44°37'16"E 10.70 feet to a point; thence S 24°29'28"W 3.74 feet to a point; thence S 32°57'06"W 13.03 feet to a point; thence S 29°39'29"W 31.09 feet to a point; thence N 61°07'10"W 10.00 feet to a point, said point being the original point of beginning and containing four hundred ninety-three (493) square feet of land, more or less. All bearings are oriented to N.C. Grid North, N.A.D. 1927. All distances are horizontal ground distances; including within this conveyance the existing walkways, decks, bridge, gazebo and other improvements located thereon or extending therefrom into the marsh. Said tract or parcel of land is a portion of the property described as "TRACT TWO" in that certain Deed from Bald Head Island Limited to the Grantor herein, recorded January 20, 1999 in Book 1275, Page 177 of the aforesaid Registry. Use of TRACT TWO is hereby restricted to the purpose of public pedestrian-only ingress and egress to the beach area lying north and west of the platted lots on the Cape Fear River sides of the aforesaid Turk's Head Court.

THIS CONVEYANCE IS MADE SUBJECT to the easements, reservations, conditions, covenants and restrictions contained in the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Bald Head Island Harbour, recorded in the said Brunswick County Registry in Book 985 at Page 384, and in any and all supplements and amendments thereto, specifically including (but not limited to) the Supplemental Declaration of Covenants, Conditions and Restrictions – The Peninsula At Harbour Village, recorded in the aforesaid Registry in Book 1291 at Page 1007, and to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Bald Head Association recorded in Book 1359 at Page 1 of said Registry, and any and all amendments thereto, as and to the extent that the same are incorporated into the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Bald Head Island Harbour, and the Supplemental Declaration referenced above.

THIS CONVEYANCE IS MADE FURTHER SUBJECT to all applicable rules, regulations, requirements and restrictions promulgated and enforceable by the State of North Carolina, its Departments and Divisions, and to the terms and conditions of all permits issued with respect to the property herein conveyed, including (but not limited to) stormwater permit requirements.

THIS CONVEYANCE IS MADE FURTHER SUBJECT to the following restrictions promulgated and enforceable by the State of North Carolina, its Departments and Divisions, to wit: Filling in or piping of any vegetative conveyances (ditches, swales, etc.) associated with the development of the property, except for average driveway crossings, by any persons, is strictly prohibited. Each lot will maintain a 30 foot wide vegetated buffer between all impervious areas and surface waters. Lots within CAMA's Area of Environmental Concern may have the permitted built-upon area reduced due to CAMA jurisdiction within the AEC.

TO HAVE AND TO HOLD the aforesaid interest in the land, and all privileges and appurtenances belonging thereto, unto the Grantee, free and discharged from all right, title, claim or interest of the Grantor or anyone claiming by, through or under Grantor, subject to the exceptions, rights, covenants, restrictions, conditions and reservations herein set forth. Pursuant to N.C.G.S. 105-317.2(2), Grantor states that the property herein described does not include the primary residence of the Grantor.

Title to the property hereinabove described is subject to the following:

1. Ad valorem real property taxes for 2013 and subsequent years as assessed by the County of Brunswick and the Village of Bald Head Island, North Carolina.
2. The conditions, covenants, reservations, easements and restrictions contained in the Protective Covenants and Declarations heretofore cited, and all amendments, supplements, and annexations thereto, as well as the terms and conditions of any and all state stormwater and other government-issued permits for the properties.
3. Easements, restrictions and rights of way as shown on the plats of Bald Head Island Harbour and Bald Head Island Stage One as above referenced, and the contents of all recorded plats, maps, deeds and other instruments pertaining to or affecting the property and the interest herein conveyed.
4. Rights reserved by or heretofore granted to the Village of Bald Head Island to utilize said property for utility purposes, and rights retained or reserved by Grantor and Bald Head Island Limited, LLC to utilize said property for all purposes, including but not limited to utility purposes, required to access property or lands owned by them within Bald Head Island Harbour and the foreshore area adjacent to the Cape Fear River, and as have been or may hereafter be established by the above-referenced Protective Covenants and Declarations, and all amendments, supplements thereto and revisions thereof.
5. Non-exclusive easements to individual owners of lots in Bald Head Island Stage One and Bald Head Island Harbour, for ingress and egress for pedestrian traffic over, through and across common areas, sidewalks, paths, walkways, docks, decks, bridges, gazebos and other improvements, as the same may from time to time exist upon or extend from the common areas, and for such vehicular traffic as may cross common areas, as shown on the recorded plats of Bald Head Island Harbour, including the plats referenced herein.
6. Any and all reservations, easements, restrictions, conditions or rights of way of record or otherwise affecting said property, including (but not limited to) those contained in the aforesaid Deed from Bald Head Island Limited (now Bald Head Island Limited, LLC) to Grantor, recorded in Book 1275, Page 177, Brunswick County Registry.
7. All rights created for the benefit of Bald Head Island Limited, LLC, Bald Head Island Transportation, Inc., and Bald Head Island Club, as such rights pertain to the north side of the Bald Head Island Marina entrance bulkhead, including (but not limited to) tie-backs and related structures.
8. The encroachment, if any, of structures, appurtenances, or improvements from the property herein conveyed upon or into adjacent lots or parcels of land, and upon or into the property herein conveyed from said adjacent lots or parcels of land, and the rights of any parties in possession of any property, structures, appurtenances or improvements conveyed to Grantee herein.

9. The terms and conditions of the documents pursuant to which the Bald Head Island Yacht Club was created, operates and is managed, to the extent, if any, applicable.

10. The Grantee, by acceptance of this Deed, covenants and agrees to be responsible for, and to perform or cause to be performed at Grantee's sole expense, and in its sole discretion in accordance with its customary practices, all maintenance, upkeep, repair, and replacement of, related to, or associated with all bridges, gazebos, decks, steps, walkways, and other structures, appurtenances or improvements located in, on, across, or extending from the lands herein described, and to keep same in a good, safe and useable condition for the purpose herein stated, i.e., public pedestrian-only ingress and egress to the beach areas of the Cape Fear River. In connection with Grantee's aforesaid covenant, Grantee is granted such use rights in Grantor's property adjacent to the land herein conveyed as may be reasonably necessary for Grantee to effect the maintenance, repair and replacement of structures located on the land conveyed, for the reasonable duration of such activity and subject to the following requirements: that such use by Grantee shall not interfere with the utilization and enjoyment of Grantor's adjacent property, and that Grantee shall restore Grantor's adjacent property to the condition existing prior to Grantee's use thereof. The covenants and obligations of the Grantee herein shall run with the land.

11. RIGHT OF REVERTER: The Grantee, its successors and assigns, shall own the real estate and the interests herein conveyed for so long such real estate is utilized for the sole purpose of public pedestrian-only ingress and egress to the beach areas lying west of the platted lots on the Cape Fear River side of the aforesaid Row Boat Row (TRACT ONE) and north and west of the platted lots on the Cape Fear River sides of the aforesaid Turk's Head Court (TRACT TWO), and upon the discontinuance of such utilization, or upon Grantee's utilization of the real estate for any purpose inconsistent with or in contravention of the restrictions contained herein, or upon Grantee's failure to comply with its aforesaid obligations to maintain, repair, and replace the improvements in accordance with the terms of Section 10 hereof, then all rights and title to the property and the interests herein conveyed shall automatically revert to the Grantor, its successors and assigns, it being the understanding and intent of the parties that a fee simple determinable with an automatic reversion is created by the delivery of this Special Warranty Deed by the Grantor and its acceptance by Grantee.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be signed in its name by its duly authorized agent and representative, the day and year first above written.

HARBOUR ASSOCIATION OF
BALD HEAD ISLAND,
a North Carolina non-profit corporation

By: Anita M. Schnog (SEAL)
Anita Schnog, President

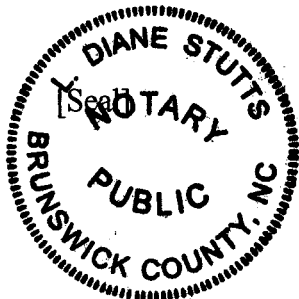
NOTARY ACKNOWLEDGEMENT FOLLOWS

STATE OF NORTH CAROLINA
BRUNSWICK COUNTY

 B3384 P1040 03-22-2013 08:45:55.003
Brunswick County, NC Register of Deeds Brenda M. Clemmons PROP
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I, L. Diane Stutts, a Notary Public for said County and State, do hereby certify that Anita Schnog, President of Harbor Association of Bald Head Island, a North Carolina non-profit corporation and Grantor herein, personally appeared before me this day, and being by me duly sworn, says that she executed the foregoing and annexed instrument as authorized by and on behalf of said Grantor.

WITNESS my hand and official seal, this the 11th day of MARCH, 2013.



L. Diane Stutts
Notary Public
My commission expires: 12/4/2016